STATE OF KANSAS COUNTY OF Douglas BE IT REMEMBERED, that on this 31st day of January , A. D. 19 68, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came. Rawleigh C. Zilliox and Phyllis M. Zilliox, his wife and Ernest E. Angino and Margaret L. Angino, his wife who are personally known to me to be the same person & _____ who executed the within instrument of writing, and such person & _____ duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written JE F. CONSERLI Natalie D. Culline Notalie F. Collins An John March 3, 1970 AB 8110 -STATE OF KANSAS Countrior Recorded January 31, 1968 at 4:31 P.M. Register of Deeds Fee Paid \$53.75 MORTGAGE 11999 BOOK 149 THIS MORTGAGE made January 30 , 19 68 , by and between JAMES S. TenBROECK, JR. and RUBY GRIGGS TenBROECK, his wife hereinafter (jointly and severally, if more than one) called, "Mortgagor" and referred to in the masculine singular, and THE PRUDENTIAL INVESTMENT COMPANY, a corporation organized and existing under the laws of the State of Kansas, of Topeka, Kansas, hereinafter called "Mortgagee" (which designations shall include the respective successors in increase of the parties hereto): WITNESSETH: -THAT MORTGAGOR, in consideration of the indebtedness evidenced by the promissory note hereinafter referred to, hereby MORTGAGES, CONVEYS AND WARRANTS to Mortgagee the following described real property in Lawrence . County of Douglas _____, State of Kansas: Lot One (1), in Block Three (3), in Indian Hills, an Addition to the City of Lawrence, in Douglas County, Kansas. Mortgagors acknowledge herewith that this is a purchase money mortgage. together with all rights, privileges, easements and appurtenances attaching or belonging thereto, and the rents, issues, and profits thereof, and all buildings, improvements and fixtures now or hereafter erected or installed thereon, all of which are herein collectively called "the premises"; TO HAVE AND TO HOLD THE SAME UNTO MORTGAGEE FOREVER, PROVIDED, HOWEVER, that mortgage is given to secure payment of the indebtedness evidenced by (a) a certain promissory note of James S. TenBroeck, Jr. and Ruby Griggs TenBroeck, his for \$ 21,500,00 maturity on February 1 , 1993, together with interest as provided therein, or (b) any ex-maturity on February 1 , 1993, together with interest as provided therein, or (b) any ex-other instrument given to secure such indebtedness; if Mortgagor shall so pay or cause to be paid all indebtedness and other instrument given to secure such indebtedness; if Mortgagor shall so pay or cause to be paid all indebtedness and of Mortgagor herein or in said note or other instrument or instruments contained, then this mortgage shall be released according to law and at Mortgagor's expense, but otherwise shall remain in full force and effect.